

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON**

**IN RE:**  
THIRD SUPPLEMENT TO THE PROFESSIONAL )  
SERVICES AGREEMENT BETWEEN LEWIS COUNTY ) **RESOLUTION NO. 09 - \_\_\_\_**  
AND ESA ADOLFSON FOR CONSULTING SERVICES IN )  
SUPPORT OF THE FLOOD AUTHORITY AND )  
AUTHORIZATON FOR THE DIRECTOR OF COMMUNITY )  
DEVELOPMENT TO SIGN THE SAME )

WHEREAS, the Board of County Commissioners approved a Personal Services Agreement between the County and ESA Adolfson for consulting and facilitation services in support of the Chehalis River Basin Flood Authority under Resolution No. 08-244 and supplemented that Agreement by Resolution No. 09-051 on February 2, 2009 and Resolution No. 09-191 on June 22, 2009; and

WHEREAS, the original agreement contains provisions for modifying the agreement to include the scope and costs associated with work necessary to complete the subsequent phases; and

WHEREAS, ESA Adolfson has been asked by the Flood Authority to undertake additional work not contracted for or included in the original or supplemental agreements and on November 19, 2009 requested that Lewis County modify the Agreement with ESA Adopfson to include such additional work and compensation; and

WHEREAS, a Third Supplemental Agreement and Terms (Attachment A), supplemental scope of works (Attachment B) and schedule of compensation-- not to exceed \$80,000 for the fiscal year beginning July 1, 2009 and ending June 30, 2010 (Attachment C) have been prepared; and

WHEREAS, the Board of Lewis County Commissioners has had an opportunity to review the Second Supplemental Agreement and Terms; and

WHEREAS, it appears to be in the best public interest to authorize this Third Supplemental Agreement and Terms for Lewis County with ESA Adolfson; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the Personal Services Third Supplemental Agreement and Terms attached hereon, and authorizes the Director of Community Development to sign the same.

DONE IN OPEN SESSION this \_\_ day of \_\_\_\_\_, 2009.

**BOARD OF COUNTY  
COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

APPROVED AS TO FORM:  
MICHAEL GOLDEN, Prosecuting Attorney

\_\_\_\_\_  
F. Lee Grose, Chairman

\_\_\_\_\_  
By: Deputy Prosecuting Attorney

\_\_\_\_\_  
Ron Averill, Member

ATTEST:

\_\_\_\_\_  
P.W. Schulte, Member  
- seal -

\_\_\_\_\_  
Karri Muir, Clerk of the Board

**PERSONAL SERVICES AGREEMENT  
THIRD SUPPLEMENTAL AGREEMENT AND TERMS  
DECEMBER 2009 – ATTACHMENT “A” TO RESOLUTION NO. 09-\_\_\_\_  
Authorized under Resolutions No. 08-244, 09-051 and 09-191**

ESA Adolfson, 1222 State Avenue NE, #202, Olympia, WA 98506, hereinafter called “CONTRACTOR”, and LEWIS COUNTY, WASHINGTON, a political subdivision of the State of Washington, hereinafter called “COUNTY”, acting as the lead agency for the Chehalis River Basin Flood Control Authority (Flood Authority), did enter into a personal services agreement to provide facilitation and consultation services to the Flood Authority consistent with CONTRACTOR’S Statement of Qualifications submitted to LEWIS COUNTY and opened on June 16, 2008, and approved by Resolution No. 08-244 (attached). The original Agreement was supplemented and approved by the Board of County Commissioners on February 2, 2009 by Resolution No. 09-051, and on June 22, 2009 by Resolution No. 09-191 (attached).

The Extension of Agreement and Supplemental Terms approved on February 2, 2009 included provision for amendment by mutual consent, including extension and modification of the scope of works.

**THIS THIRD SUPPLEMENTAL AGREEMENT AND TERMS** is made and entered into by and between COUNTY and CONTRACTOR effective this \_\_\_\_ day of December, 2009, and shall end, unless mutually agreed by the parties, on June 30, 2010.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide facilitation and consultation services, consistent with the Statement of Qualifications submitted by ESA Adolfson in response to a Request for Qualifications offered by the County and opened on June 16, 2008.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**Statement of Work**

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Scope of Work contained within the original Agreement authorized under Resolution No. 08-244, the Supplemental Agreement authorized under Resolution No. 09-051, the Second Supplemental agreement authorized under Resolution No. 09-191 and this Third Supplemental Agreement and Terms, attached hereon as Attachment A.

**Period of Performance**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signing by both parties and be completed as agreed and shown in the attached Scope of Work, Attachment A, but may be modified or extended by mutual agreement.

**Payment**

Compensation for the work provided in accordance with this Agreement shall be as set forth in Attachments “A” and “B”, provided however, that the total additional compensation for the period of time beginning July 1, 2009 and ending June 30, 2010 authorized and agreed to by the parties under terms of this Third Supplemental Agreement and Terms shall not exceed \$80,000.

**Future Non-Allocation of Funds:**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the lead agency for the Flood Authority, will not be obligated to make payments for services or amounts incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.

This Third Supplemental Agreement and Terms constitutes a renewal of the original Agreement, Extension of Agreement and Supplemental Terms and Second Extension of Agreement and Supplemental Terms with such additional provisions as have been agreed upon by the parties for good and valuable consideration.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ESA ADOLFSON:

LEWIS COUNTY:

\_\_\_\_\_  
Molly Adolfson  
5309 Shilshole Ave NW #200  
Seattle, WA 98107

\_\_\_\_\_  
Robert A. Johnson, Director  
Dept. of Community Development

Social Security No. or Federal Tax ID  
Number:  
  
\_\_\_\_\_

Approved as to Form Only:  
MICHAEL GOLDEN,  
Prosecuting Attorney

\_\_\_\_\_  
By: Civil Deputy Prosecutor

## **ATTACHMENT “B” to Resolution No. 09- \_\_\_\_\_**

### **ESA Adolfson Contract Amendment Scope of Work for Basin-Wide General Investigation Coordination**

#### **Background and Project Understanding**

The Corps of Engineers recently expanded the scope of an existing Basin-Wide General Investigation (GI) for the Chehalis River Basin to include flood control in addition to ecosystem restoration. Currently, the Corps of Engineers is preparing a Project Management Plan (PMP) for the GI, which will lay out what projects will be considered as part of the GI. Grays Harbor County, representing the Chehalis Basin Partnership (Partnership), is the local sponsor of the GI. Since the scope has expanded, the Flood Authority has been working with the Partnership to determine what projects to include in the GI related to flood control.

The PMP needs to be complete before any efforts by the Flood Authority and the Partnership can be counted as match for federal funding. Both the Partnership and the Flood Authority have expressed an interest in substantial involvement in the PMP writing process. A GI Work Group has been formed with members of the Flood Authority’s Board Advisory Committee, the Partnership’s Steering Technical Committee, and representatives from TransAlta and the Lewis County PUD. The purpose of the GI Work Group is to ensure that the PMP is completed as quickly as possible and represents the interests of the Partnership and the Flood Authority.

In the past several months, ESA Adolfson has participated in a number of conversations regarding the Flood Authority’s interests in the GI. At the September 17, 2009 Flood Authority meeting, the Authority requested that ESA Adolfson take an active role in the GI Work Group and development of the PMP. The Work Group met twice in October and has scheduled additional meetings through the end of December 2009. Since many of the Flood Authority jurisdiction staff currently have heavy demands on their time, the Authority has requested that ESA Adolfson represent the Authority in this process.

ESA Adolfson’s scope of work for the Flood Authority has always been considered somewhat flexible given the dynamic nature of facilitation and coordination efforts. For example, ESA Adolfson has already participated in two efforts not included in its current scope by participating in and preparing of materials for three Flood Program Update public meetings held in September as well as agreeing to prepare an additional Flood Plan chapter on governance and finance. As a result, ESA Adolfson’s current budget does not have room for added work.

When the consulting budget was negotiated in Spring, 2009, this level of involvement in the GI was not foreseen. Work on the GI is not included in ESA Adolfson’s contract or scope of work. After several months of escalating involvement in this effort, ESA Adolfson has concluded that we will not be able to continue this work and fulfill our other obligations to the Flood Authority without a budget amendment.

As requested a detailed scope and budget for the work has been developed.

## Task 1 – GI Work Group Meetings

ESA Adolfson has been directed by the Flood Authority to participate in meetings of the GI Work Group, which is made up of the Board Advisory Committee, the Partnership's Steering Technical Committee, and representatives of the Lewis County PUD and TransAlta. ESA Adolfson will represent the Flood Authority's interests at Work Group meetings and will take an active role in collaborating with Lee Napier of Grays Harbor County in planning and facilitating the meetings. The Work Group will meet twice monthly for the foreseeable future to develop the Project Management Plan for the GI. ESA Adolfson has also been asked to provide staff support for the Work Group.

**Assumptions:** Recognizing that meeting topics vary, an average of two members of the ESA Adolfson team will be budgeted to attend scheduled Work Group meetings. The Work Group is scheduled to meet twice monthly through December, and it is assumed they will continue to meet twice monthly for at least three months. Our scope assumes attendance at 12 GI Work Group meetings. An additional technical member of the ESA Adolfson team may attend Work Group meetings as necessary. ESA Adolfson technical staff will also review meeting materials in advance and will help the ESA Adolfson facilitation team prepare for all meetings of the Work Group.

**Deliverables:** ESA Adolfson will provide updates on the status of the work group in Flood Authority meeting agenda packets and in person at Flood Authority meetings. When appropriate, ESA Adolfson will prepare memos or reports on the progress of the Work Group.

## Task 2 – Coordination and Strategy

As facilitator for the Flood Authority, ESA Adolfson will continue the coordination of the General Investigation. This involves communication with and coordination between various parties involved in the GI process, including members of the GI Work Group, the Corps of Engineers, Flood Authority members, Lewis County PUD, Grays Harbor County, and Lewis County. ESA Adolfson will facilitate frequent communication with and between these groups to ensure a coordinated approach to the General Investigation planning process. Frequent communication and coordination will also ensure that the planning process proceeds as efficiently and quickly as possible. Communication and coordination will include phone conversations, email, and in-person meetings.

This task will also require input from ESA Adolfson's technical staff in order to strategize on how best to represent the Flood Authority's interests. The technical staff will provide summary information in the form of memos that the facilitator can share with other members of the GI Work Group and other interested parties.

**Assumptions:** The ESA Adolfson facilitator and coordinator for the Flood Authority, will represent the interests of the Flood Authority with various groups and agencies outside of meetings. The ESA Adolfson team, including technical staff, Dave Carlton, and Linda Hoffman, will meet internally when necessary to strategize and assist the facilitator.

Deliverables: ESA Adolfson will provide regular updates on progress made at Flood Authority meetings or by email. If relevant, ESA Adolfson will prepare memos to the Flood Authority explaining progress made in the PMP process.

### Task 3 – Additional Meetings

Task 1 covers meetings of the GI Work Group. Task 3 (Additional Meetings) is intended to cover additional meetings outside of the Work Group that will require ESA Adolfson's participation to represent the Flood Authority. These meetings may involve the Corps of Engineers, TransAlta, Lewis County PUD, the Chehalis Basin Partnership, Congressman Baird's office, the State of Washington, the Flood Authority subcommittee on upstream storage, and other groups not identified at this time.

Assumptions: Generally, one member of the ESA Adolfson team will represent the Flood Authority at meetings. When needed, an additional technical or administrative member of the ESA Adolfson team will also attend meetings. This task assumes that 8 such meetings will be scheduled over the next 9 months.

Deliverables: ESA Adolfson will report to the Flood Authority by email or at Authority meetings about all additional meetings. When appropriate, ESA Adolfson will provide meeting notes or summaries.

### Task 4 – Technical Support

ESA Adolfson will provide additional technical support in hydrology and floodplain management as needed for participation in the GI.

Assumptions: Up to 40 hours of technical support will be available to the GI Work Group and the Flood Authority.

Deliverables: When needed, ESA Adolfson will provide technical reports to the Authority and/or the Work Group.



**ATTACHMENT “C” to Resolution No. 09- \_\_\_\_\_  
COMPENSATION**

ESA Adolfson  
Budget : *Amendment for Basin-Wide General Investigation*  
Through June 2010  
ESA  
Adolfson  
Budget : *Amendment for Basin-Wide General Investigation*  
Through June 2010

		ESA Adolfson			Linda Hoffman		
		Principal @ \$175.00 Hours	Hydrologist @ \$122.00 Hours	Admin Assist @ \$70.00 Hours	Linda @ 170.00 Hours	ESA Adolfson	Linda Hoffman
Hourly Rate							Total
<b>Task 1</b>	<b><u>General Investigation</u></b>						
<b>Subtask</b>						\$	
<b>1.1</b>	<b>GI Group Meetings</b>	96	20	96		25,960	\$ - \$ 25,960
<b>Subtask</b>						\$	
<b>1.2</b>	<b>Coordination</b>	155	10	80	25	33,945	\$ 4,250 \$ 38,620
<b>Subtask</b>						\$	
<b>1.3</b>	<b>Additional Meetings</b>	35	10	35		9,795	\$ - \$ 9,795
<b>Subtask</b>						\$	
<b>1.4</b>	<b>Technical Support</b>		40			4,880	\$ - \$ 4,880
<b>Task Subtotal Hours</b>		286	80	211	25	<b>\$ 74,580</b>	\$ 4,250 \$ 79,255

Note: ESA Adolfson expects Dave Carlton will be involved in all tasks of the General Investigation process. His time will be covered by his current subconsultant contract with ESA Adolfson.